



**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 10-09  
BANKING SERVICES**

Sealed proposals addressed to the City of Rockville, Maryland to provide **BANKING SERVICES** to the City of Rockville will be received at Rockville City Hall, Purchasing Division, Attention: Eileen Morris, Contract Officer, 111 Maryland Avenue, Rockville, Maryland 20850 until **11AM, FRIDAY, OCTOBER 17, 2008**. No proposals will be accepted after that time.

**RECEIPT AND HANDLING OF PROPOSALS**

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

**PROPOSAL DOCUMENTS**

The proposal documents are available several ways:

- Download the document from the City Web site at <http://www.rockvillemd.gov> Click bids and proposals.
- Call the Purchasing Division at (240) 314-8430 to have the RFP mailed.
- Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

**PURPOSE/INTENT**

The City is seeking to contract with a full service banking institution to provide for the entire City's banking requirements. It is the intent of the City to have a single bank provide all of the banking services described herein; however, the City may distribute these services among several banks if such action would be more beneficial to the City.

The successful Contractor shall have the ability and capacity to provide innovative services. The main objectives are: a) to obtain the best banking services; b) minimize the cost of banking services to the taxpayers of the City; c) and maximize the return on liquid assets while avoiding unreasonable risk.

Although requirements are detailed in this document, banks are invited to make alternative proposals concerning a particular bank service that may result in a more cost effective delivery of that service.

### **AWARD**

Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation And Award Section of this document.

### **AGREEMENT**

The successful offerors shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

### **NOTICE TO BIDDERS**

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).

### **QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY**

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

### **EXPENSES ASSOCIATED WITH RESPONSE**

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

### **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

### **DISABILITY INFORMATION**

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137



**CITY OF ROCKVILLE  
MARYLAND  
GENERAL CONDITIONS AND  
INSTRUCTIONS TO BIDDERS**  
(PROPOSAL 7/07)

1. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

3. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.

4. **ADDENDA** All addenda issued after the Request for Proposal and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods:

- Return a copy of the addenda with the bid
- Initial in person at City Hall receipt of the addenda
- Statement of receipt and acknowledgement with your proposal.

It is the responsibility of the vendor to make inquiry as to addenda issued.

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within ninety (90) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.

8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Contract Officer in writing.

9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10. **SENSITIVE DOCUMENTS**

Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

11. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

- 12. TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
- 13. EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
- 14. PRINCIPAL PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
- 15. PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Contract Officer. The Consultant shall submit to the Contract Officer sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
- 16. INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
- 17. DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- 18. PAYMENT** Payment will be made monthly upon receipt of an accepted invoice, submitted in duplicate to: City of Rockville

Attn: Accounts Payable Division  
111 Maryland Avenue  
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number.

Payment will be made upon acceptance of work which is in compliance with specifications.

- 19. DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

- 20. TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 21. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

- 22. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that

may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

- 23. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 24. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 25. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the workmanship shall be found to be defective or to have been damaged, before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

- 26. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The

provisions of this contract shall be governed by the law of the State of Maryland.

- 27. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 28. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 29. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 30. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

- 31. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

- 32. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it

deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

33. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

34. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Rockville.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

35. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

36. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy

and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

37. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

38. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply

with nondiscrimination clauses, the remedies set out above may be invoked.

39. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
40. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
41. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

## **INSURANCE REQUIREMENTS REV2 (09/08)**

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. **The Contractor's insurance shall be primary.**

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

### **MANDATORY REQUIREMENTS FOR INSURANCE**

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
<b>1. Workers' Compensation</b> <b>2. Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
<b>1. Commercial General Liability</b> a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
<b>2. Automobile Liability</b> a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
<b>3. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>4. Professional Liability</b> (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

• **Bankers Blanket Bond:** Minimum of Five Million Dollars (\$5,000,000) per occurrence. The Bankers Blanket Bond relates to the Bank's blanket insurance on its employees for errors, omissions, or theft.

### **POLICY CANCELLATION**

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.



**ADDITIONAL INSURED**

**The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured** on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**SUBCONTRACTORS**

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CERTIFICATE HOLDER**

**The Mayor and Council of Rockville**

**(Contract #, title)**

City Hall

111 Maryland Avenue

Rockville, MD 20850

## **PART 1 – INTRODUCTION/INFORMATION**

### **1. TECHNICAL & CONTRACTUAL QUESTIONS**

For information concerning procedures for responding to this Request for Proposal (RFP), contact Eileen Morris Contract Officer via e-mail [emorris@rockvillemd.gov](mailto:emorris@rockvillemd.gov)

Technical questions may be referred to Gavin Cohen, Director of Finance, via email at [gcohen@rockvillemd.gov](mailto:gcohen@rockvillemd.gov)

Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

### **2. CONTRACT TERM**

The initial term of the contract will be for a period of five (5) years. The City reserves the right to extend the contract for up to five (5), one year extension terms (maximum 10 years), providing: a) all terms, conditions and specifications remain the same, b) both parties agree to the extension, and c) such extension is approved by the City. The anticipated contract starting date will be January 1, 2009.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multiyear contracts becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

The offeror shall commit to providing the services requested at the rates submitted on Attachment A – Fee Schedule for the initial term of the contract. The renewal option shall allow a price increase in the sixth year.

**2.1 Modifications and Amendments:** During the initial period of the contract, or any extension thereof, the City reserves the right to restate and/or renegotiate with the bank such additions, deletions, or changes as may be necessitated by law, changed circumstances, or changes in banking technology of which the City may wish to avail itself. Additional services, if required, shall be at prevailing market rates and in proportion to existing fees.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

#### **2.2. Pricing Adjustments**

Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lesser. The yearly increase or decrease in the CPI shall be that latest Index published and

available for the year then ended, prior to the end of the contract year then in effect, as compared to the index for the comparable one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety days (90) prior to the contract anniversary date. Any approved cost adjustments shall become effective on the effective date of the approved contract extension and shall remain in effect the one year.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or are considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered cancelled on the scheduled expiration date.

The City will allow cost increases by the Federal Reserve System to be passed on to the City upon 30 days written notice of the increase.

## **PART II - RFP SCHEDULE**

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The following tentative schedule has been established for the RFP process:

RFP ISSUED	September 26, 2008
Last Date for receipt of questions	5:00 PM, October 7, 2008
Final addendum to RFP, if any, issued	October 10, 2008
RFP Due Date	11AM, October 17, 2008
Preliminary Evaluation Committee Review and short listing	Week of October 20th
Evaluation Committee Meetings	Week of October 27 <sup>th</sup>
Oral Presentations, if necessary	November 5, 6 & 7, 2008
Contract award	Mid November
Contract start date	January 1, 2009

## **PART III – SPECIAL CONDITIONS**

### **1. PUBLIC INFORMATION REQUESTS**

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

### **2. RECORDS**

The Contractor shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Finance Director. Recommendations for changes, additions or deletions by the City's Finance Director must be complied with by the Contractor. The City's Finance Director must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to this contract.

### **3. DESIGNATED ACCOUNT EXECUTIVE(S)**

The Contractor shall agree to ensure the continuity of a designated Relationship Manager and Treasury Manager, as well as alternates. The designated account managers must have the authority to make timely decisions in the normal course of business. The Contractor represents and warrants that Contractor shall not remove or replace the primary Managers and Contractor agrees that Contractor's removal or replacement of the either Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the Managers, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications and shall be at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.

### **4. COMPENSATION**

It is the intent of the City to pay for all services specified on Attachment A. Other banking services and documents not detailed on the proposal form will be provided to the City at no cost; such services will include the availability of bank staff to consult with City staff concerning bank service procedures and performance; such documents would include, but not be limited to, deposit slips, advices, stop payment forms, and endorsement stamps. The City will provide the checks for all accounts.

The City would like to consider both the payment of a direct fee for the cost of banking services, or the use of a compensating balance in the concentration account. Accordingly, complete cost data needs to be provided for both options.

**Payment of a Direct Fee:** Prices should be specified for each service listed on Attachment A. Information should be provided on the interest rate charged on overdraft balances which may occur due to over-the-counter check presentations after an offeror's daily system cutoff, if applicable, and on the computation of earnings generated on concentration account balances.

**Use of a Compensating Balance:** Prices should be specified for each service listed on Attachment A and an estimated compensating balance computed. Each offeror should provide information on their method of computing the amount of the compensating balance and any other relevant data on interest charged or earned.

**5. CONTRACT ADMINISTRATOR**

The designated contract administrator will be Gavin Cohen, Director of Finance who may be contacted via e-mail at [gcohen@rockvillemd.gov](mailto:gcohen@rockvillemd.gov) or by phone at (240) 314-8659.

**6. CITY RESPONSIBILITIES**

The City will provide copies of any readily available information, which it deems as helpful to the Contractor, however the City does not warrant the accuracy of any documents and/or information.

**7. DAMAGE CLAIMS**

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

**8. ADDITIONAL COMPLIANCE**

All services shall be performed in compliance with industry standards has determined by the City of Rockville, and all federal, state, and local laws, ordinances and regulations.

**9. OWNERSHIP OF DOCUMENTS**

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

**10. COST REDUCTION/SAVINGS**

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased service costs.

**11. PROOF OF COMPLIANCE WITH LAWS**

When required, the Contractor shall furnish the City Of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

**12. ABANDONMENT, DISSOLUTION AND RESTRUCTURING**

A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

### **13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

## **PART IV – SCOPE OF SERVICES/QUALIFICATIONS**

### **A. BACKGROUND**

The City of Rockville has a population of approximately 61,030 and an annual budget in excess of \$100,000,000. During the fiscal year, which ended on June 30, 2007, the City earned interest income of \$3,172,590. This equated to an average rate of return of 5.09 percent. The City's average daily investment portfolio for FY 2007 was \$62,302,708. Because of its size and complexity, the City of Rockville requires large-scale and efficient banking services to carry out its financial activities. This Request for Proposal represents an effort to develop and maintain strong cash management and investment practices for the City.

### **B. GENERAL**

The banking services detailed in this section are to be performed for the City on a contractual basis for five (5) years with an option to extend for five (5) additional one-year periods. It is the intent of the City to have a single bank provide all of the banking services described herein; however, the City may distribute these services among several banks if such action would be more beneficial to the City.

### **C. PROPOSER MINIMUM QUALIFICATIONS**

To be eligible to respond to this RFP, a bank must meet the following minimum qualifications:

Depository banks must be a Federal or Maryland Chartered bank that is federally insured in the State of Maryland and maintains a full service office within Rockville.

The successful proposer will be required to provide as security for City deposits any of the types of collateral set forth in Section 6-202 of the State Finance and Procurement Article of the Annotated Code of Maryland in accordance with the terms of Article 95, Section 22, Annotated Code of Maryland.

Depository banks must provide the data processing capability necessary to meet these specifications.

Failure to maintain the above minimum qualifications during the contract period will result in immediate suspension and/or termination of this contract.

### **D. CURRENT DEPOSITORY BANKING PRACTICES AND STRUCTURE**

City's preference is that communication between the City and the bank occur through an on-line Web based system.

1. Concentration Account The purpose of this account is to concentrate the cash balances on a daily basis; all deposits and disbursements will flow through the concentration account. This account will contain the only cash balance within the entire account structure. Incoming and outgoing wire transfers will be made to and from this account principally for investment purchases and sales or to fund fiscal agent accounts. Daily transfers will be made to the zero balance checking accounts. The City maintains several other depository banking relationships with other financial institutions to provide convenient branch locations for city departments to make deposits. These bank deposits are transferred into the City's concentration account. Attachment A includes information on the volume of account activity during the past year.

2. Automated Lockboxes The City maintains two lockboxes for Utility Bills and Red Light Citations. Utility bill activity ranges from 4,368 to 5,585 items per month with the average approximately 5,003. Currently, the Red Light Citations are processed manually due to constraints involving software compatibility in relation to payment stub format. Red Light activity ranges from 429 to 870 items per month with an average approximately 640. It would be preferable to have full compatibility and thus have the Red Light citation's process automated. If this is the case, then Attachment A: Fee Schedule, Section B: Concentration Account, Part 10: Lockbox Services would change in the fees generated for the Red Light Lockbox.
3. Mandatory Depository Requirements
  - a. Offeror must provide an experienced relationship manager with five or more years experience with government banking. The relationship manager must meet with the City in person quarterly to discuss ongoing issues or to inform us about new services and products of interest. Offeror must also provide a transition team for the first 6 months of the contract.
  - b. Offeror must provide at least one branch located in Rockville.
  - c. Offeror must provide concentration account and two Zero Balance Accounts (ZBA) for General Disbursements and Payroll Disbursements.
  - d. Offeror must provide collateralization of all collected funds deposited to any bank in accordance with the State and City Code.
  - e. Offeror must provide a web-based service that enables the City to:
    - Monitor both ledger balances and available balances daily
    - Access all previous day and current day transaction detail and summary reports
    - Access real time ACH and Wire debit/credits
  - f. Offeror must provide the following reports:
    - Daily Deposit Report
    - Daily Collateral Report
    - Monthly Analysis Report
  - g. Offeror must be able to send/receive and process electronic file transmissions via dial up or FTP transmission.
  - h. Offeror must be able to provide night depository services.
  - i. Offeror must accept walk in deposits at all branches.
  - j. Offeror must require signature of City Clerk or authorized signatory to open or close an account.
  - k. Offeror must provide coin and currency counting services for the parking fund. The offeror must describe it ability to provide the following services for our parking meters and parking pay stations. Three times per week an

armored car service will transport cash to offerors counting facility. The offeror will count coin and currency, prepare a deposit slip, deposit in the City's concentration account and provide proof of deposit.

- I. Offeror shall provide two or more lockbox services with the following requirements:
  - Fully automated, encompassing machine readable documents
  - Capable of reading an OCR – A font containing 9-12 digit account number and the payment amount.
  - A post office box in the name of the City of Rockville with remittances mailed to the post office box rather than the City's mailing address.
  - Offeror to collect lockbox items twice daily (morning and afternoon) from the post office and return them to the bank for processing.
  - Offeror will open remittances and checks that agree with bills will be processed for deposit into the concentration account.
  - Bills are to be encoded with payment information including batch number, processing date, amount paid and account number.
  - Offeror will provide payment data by means of modem in the format described by the City in order to allow interfacing with City's vendor's receivable file.
  - Offeror will return prior days' deposit slips, lockbox processed items/receipts in batches, rejected lockbox items, and bank-city correspondence from the bank to the City via courier.
  - Offeror will provide a copy of check processed through the lockbox in case of a dispute.
  - City of Rockville requires the bank describe the following services:
    1. Deadline of data transfer
    2. Location of processing centers
    3. Handling of unprocessed items or return items
    4. How processing errors are resolved and expected timeframes for resolution
    5. Remittance document layout requirements
- m. Offeror must provide ACH Blocking to all bank accounts and lockbox accounts.

## **DISBURSEMENT SERVICES**

1. Zero Balance Accounts The City will maintain two (2) zero balance accounts (ZBA) for the following purposes:
  - a. General Disbursements Account – for the disbursement of all City expenses other than payroll.
  - b. Payroll Disbursements Account – for the disbursement of payroll expenses for City employees.



All zero balance accounts will always maintain a zero balance with an automatic transfer made from the Concentration Account at the close of the day to bring the account balance up to its normal zero balance for disbursements made during the day. Attachment A includes information on the volume of account activity during the past year.

2. Mandatory Disbursement Services

- a. Offeror must provide a payment solution that converts the City's payment flat file format into the appropriate National Clearing House Association (NACHA) CTX and tax payment formats. The offeror must then process and send the payments in the appropriately requested format.
- b. Offeror must provide direct deposit service of bi-weekly payroll checks through a pre-authorized electronic funds transfer system (using standard ACH file specification requirements) where by amounts due and payable to these employees are regularly credited to their account (savings or checking) and charged to the City's payroll disbursement account for the amount of all credit entries. The offeror shall transfer the funds so that the funds are available to the employees at their respective bank account on the morning of pay date. Normal paydays are bi-weekly Fridays.
- c. Offeror must provide ZBA controlled disbursements account to accommodate check disbursements.
- d. Offeror must provide electronic notifications of direct deposit returns to the Payroll Office.
- e. Offeror shall retrieve and process an electronic file via modem and FTP encrypted file format.
- f. Offeror must provide an on-line stop payment system capable of confirming the placement of stop payment within 2 minutes of initiation. The stop payment must stay in effect for 10 years. Additionally, the offeror will provide a stale date maintenance service that returns checks unpaid that are outstanding more than 2 years.
- g. Offeror will provide images of the front and back of all paid disbursement checks through a secure internet-based banking product. The offeror will store copies of cancelled disbursement checks and destroy the original checks. Images will be stored for 7 years.
- h. Offeror will provide free checking accounts. This shall be provided to all full-time City employees who have direct deposit of payroll checks at the Offeror bank.

3. Desirable Disbursement Services

- a. Offeror will provide a payable solution to print and distribute checks on the City's behalf to its vendors and suppliers. The average volume is approximately 400 checks per month.
- b. Offeror must describe its ability to offer payroll cards to employees without access to banking services. The Offeror must describe the

benefits and limitations for its payroll card program. Offeror must provide customer service support as well as distribution services for the payroll cards.

## **ACCOUNT RECONCILIATION SERVICES**

### **1. Current Structure**

The City of Rockville utilizes full deposit and disbursement services for general disbursement and payroll. The City provides the bank a disbursement cycle with an ASCII transmitted file for all checks issued for each account. The file consists of account number, payee name, check number, check amount and issue date.

### **2. Mandatory Account Reconciliation Services**

- a. Offeror shall provide a full reconciliation for the general disbursement and payroll accounts no later than ten (5) business days after the City submits to the bank a "checks issued" file for the prior month and this information must be available on line
- b. Offeror shall provide reports, which lists checks as paid, unpaid, outstanding or voided.
- c. Offeror shall provide access to its web-based application. The application will be used to produce reports, online processing of funds transfers, online processing of stop payment transactions, online viewing of issue exceptions and online review of status of issues. This information should be available the same business day.
- d. Offeror shall provide a sample of the bank's monthly statement and account analysis.
- e. Offeror shall provide a sample of Account Reconciliation Reports from the bank.
- f. Offeror shall provide a description of the bank's dispute resolution process.
- g. Offeror shall provide Remote Deposit Services including Check Truncation and Check Conversion with the following requirements:
  1. The City of Rockville requests a description of the banks' service of scanning equipment, software, transfer procedure, batching, security, deadlines and costs.
  2. Availability schedule for deposited items not converted to ACH.
  3. Document retention policy for checks converted to ACH or processed via remote deposit capture.
  4. Describe where the liability of fraudulent deposit items lays. With the entity or the bank?

## **CASH MANAGEMENT REPORTING AND FUND TRANSFER SERVICES**

### 1. Current Structure

The City uses a web-based product to access all daily balance reporting. The City obtains previous and current day Automated Clearing House (ACH) and Fed Wire debits and credits. The City also uses the same web-based system to initiate, create and modify all repetitive and non-repetitive wire transfers.

### 4. Mandatory Cash Management Reporting and Fund Reporting

- a. Offeror shall provide web-based access to produce cash management reports and to execute electronic funds transfers (EFT).
- b. Offeror must provide reports on its web-based system that includes a Daily Balance Report, Report for ACH transfers, wire activity reports, current day ACH and fed wire reports.
- c. Offeror must designate the City as the system administrator for updating and or adding users, creating wire templates and granting access to services for all web products.
- d. Offeror's web-based product must have the capability to accepting and creating fed wire transfer instructions initiated by the City either on a repetitive or non-repetitive basis, and provide a confirmation of the funds transfer and reference number.

## **POSITIVE PAY**

### 1. Current Practice

The City uses an electronic positive payment program for check fraud prevention for the disbursement and payroll accounts. The City transmits issue data that includes the payee information, the dollar amount of the check, and the check number to the Offeror prior to issuance of checks. The City default on all positive payment items is to return – “do not pay”.

### 2. Mandatory Positive Pay Requirements

- a. Offeror will electronically notify the City no later than 10:00 am of any items being presented for payment that do not match the issue data.
- b. The City will notify the Offeror within the established time period the disposition of the item.
- c. Offeror shall provide a sample Positive Pay Report from the bank.

## **CUSTODY AND SETTLEMENT SERVICES**

### **1. Current Services**

The City maintains an investment portfolio of approximately \$50 million dollars, representing various types of investment instruments. The current investment policy mandates a delivery-versus-payment basis. All securities held by the custodian are in the City's name.

### **2. Mandatory Custody and Settlement Services**

- a. Offeror must have the ability to provide settlement and custodial services on a money market securities portfolio of at least \$50 million. The offeror must provide money market funds that are rated "AAA".
- b. Offeror must provide access to a web-based system.
- c. Offeror must settle all transactions on a delivery-versus-payment basis.
- d. Offeror must provide electronic confirmation of trade settlement and failure by 2:00 pm.
- e. Offeror must provide a report on a monthly basis detailing the activity for the month, the balances in the custodial account and the market value of each security held in the account. These reports must be available on the web-based system.
- f. Offeror must pledge collateral security as specified by State Law. At no time shall 102% of the amount on deposit exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation (FDIC). Acceptable security and specified regulations regarding collateral requirements are outlined in Article 95, Section 22 and State Finance and Procurement Article, Section 6-202 of the Annotated Code of Maryland. Collateral will be placed in a third party safekeeping custodial account and held in the name of the City and under control of the City.

## **CREDIT CARD PROCESSING SERVICES**

### **1. Current Services**

The City currently accepts Visa and MasterCard for payment of goods and services over the internet, by telephone, and in person within 10 L locations.

The City uses several different vendors and software systems to complete the credit card payment process. The City uses First Data, Class Software, Tender Retail, Govolution, and Authorize.net. First Data is payment processor and tender retail and authorize.net are the City's "gateway" processor for credit card transactions that take place via the internet. The City's bank handles all credit card deposits and all merchant related banking requirements. The City processed approximately 42,000 transactions in FY 07.

2. Mandatory Credit Card Requirements and Reporting

- a. Offeror must provide a relationship manager with at least five years experience handling credit card accounts.
- b. An accessible relationship manager to facilitate on-site product implantation and training. The offeror must also provide a 6 month on site transition team for training and implementation.
- c. Offeror must provide electronic authorization, data capture and settlement services for all Visa and MasterCard transactions.
- d. Deposit reconciliation through service by bank account.
- e. Customer Service 24 hr/7 days a week as well as terminal or software helpline for transaction settlement and processing.
- f. Credit card charge backs and other debit adjustments must be debited separately.
- g. Annual merchant relationship review and summary of activity and fees per department.
- h. Summary of current month-to-month statistical information detailing the quantity and type of transactions, average transaction amount and annual dollar amount processed by merchant ID.
- i. Daily activity must be available online.
- j. Security features – including account number encryption and purging policy
- k. Payment Card Industry (PCI) data security standard compliance

## **PART V – AWARD AND EVALUATION PROCEDURES**

All proposals will be reviewed by the City for responsiveness and responsibility. Evaluation of the Proposals shall be based on all the information submitted in the RFP response, including client references, experience, ability and capacity to perform all the services as contained in the RFP, sufficiency of financial resources, availability, convenience and adaptability of the Proposer's services to the City's required needs.

The City reserves the right to inspect the bank's facilities, organization and financial condition, or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions prior to recommending any award.

An Evaluation Committee consisting of City staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

- |   |     |
|---|-----|
| 1. Service Capability: Including, but not limited to meet the service requirements as contained in the RFP specifications; methods/technology utilized, and location of bank branches throughout the City.  | 35% |
| 2. Quality: Including, but not limited to: tenure and qualifications of relationship and treasury management personnel; client references; record of integrity, financial strength, oral presentations, and Proposer's attention to detail in responding to the RFP | 35% |
| 3. Total Cost to the City of services based on the Fee Schedule – Attachment A  | 30% |

The may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Selection will be made of one or more offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one offeror, which, in its opinion, has made the best proposal, and will award a contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

As a result of this contract discussion and negotiation, the City may propose a contract which amends the scope of the RFP or the bank's proposal. At the same time, this RFP and the bank's proposal will be incorporated by reference directly into the final contract.

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposals will be rescored to combine and include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO. **Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.**

The City Manager or the Mayor and Council will make the final decision of award based on the recommendations of the Review Committee.

All proposals will become the property of the City.

## **PART VI – PROPOSAL SUBMITTAL INSTRUCTIONS**

### **1. SUBMISSION OF PROPOSAL**

One (1) original and five (5) copies of the proposal, marked “**RFP # 10-09, BANKING SERVICES**” must be submitted to and received no later than **11AM ON FRIDAY OCTOBER 17, 2008** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Eileen Morris, Contract Officer.

All proposals shall be clearly marked with the RFP number, title and opening date and time and the identification of the Proposer marked on the outside of the package.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor. A copy of your Corporate By-Laws or a letter signed by a corporate officer must be included, if the proposal is signed by other than the President, Vice President or Treasurer.

### **2. REQUIREMENTS OF THE PROPOSAL**

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Failure to adhere to this format may result in the disqualification of your proposal(s).

- Letter Of Interest
- Approach And Work Plan
- Understanding The City’s Requirements
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Proposal Summary and Signature Page
- Affidavit Form
- Fee Schedule – Attachment A Cost Proposal

These elements parallel the basis of the City’s proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. **LETTER OF INTEREST**

Provide a Letter of Interest, not to exceed two (2) pages in length, which includes a short, concise and focused overview that introduces your firm to the reader.

b. **APPROACH AND WORK PLAN**

Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services.

This section must address in depth how you plan to meet the general or overall spirit of the City’s needs. This section should also provide detailed information about your firm’s mission and philosophies, as well as, its strategies and processes for providing banking services to its customers that add value and distinguishes it from all others.

Also include a statement of any current or potential conflicts of interest of which the City should be made aware.



Provide a detailed implementation/conversion plan. The plan should list the dates and specific actions required of all parties. The implementation /conversion plan should identify any training to be provided to the City.

**c. UNDERSTANDING THE CITY'S REQUIREMENTS**

This section should confirm your understanding of the RFP and the City of Rockville's needs, as well as, provide narratives describing your firm's understanding of each required service and deliverables set forth in the Scope of Services section of this RFP. This narrative should also demonstrate your firm's knowledge and understanding of local and regional conditions, as well as, local, state and federal regulations where applicable.

This section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response, may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal.

Provide information regarding the bank's emergency systems and disaster recovery plan, including specific plans related to serving the City in the event of a disaster. A contact name(s), phone number(s), and e-mail addresses with 24/7 accessibility shall be provided to the City and maintained in a current status, during the contact period.

The offeror should describe any future plans for further automating the delivery of banking services.

**d. PROJECT TEAM QUALIFICATIONS AND EXPERIENCE**

This section must include a staffing plan and the qualifications of the staff that you will assign to this account after your firm is selected. As a minimum, the proposal should include:

- Name and personal qualifications and experience of Relationship and Treasury Managers as well as the backup staff person(s)
- Complete resume'(s) or description of all assigned personnel to the City of Rockville, including, but not limited to, education, professional experience, certifications, length of time employed by your firm. Résumé's are also to include any experiences with the City of Rockville.

The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the work being sub-contracted are to be provided. The offeror assumes full liability for the performance of all subcontractors.

**e. FIRM EXPERIENCE AND CAPABILITIES**

Provide the City with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general, as well as, a statement of qualifications demonstrating a minimum of three (3) years experience performing similar design work. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all other governmental entities for which your firm has previously provided equivalent services.
- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Company's professional registrations, affiliations and memberships
- Any relevant financial data, such as rating agency classifications. Financial data that is available on the offeror's website does not need to be reproduced in the proposal.
- Financial strength-capital ratios, asset quality, earnings, liquidity, sensitivity to market risk, deposits, loans, and two years of audited financial statements.
- Proof of current standing as an eligible public depository. Description of Industry Standard Index upon which available balances earn interest or earnings credit
- Please specify similar qualifications for all proposed subcontractors.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

**f. REFERENCES**

Provide a list of clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, scope of services including the annual billings and number of hours of service/per client of at least five (5) references (preferably local governments such as the City of Gaithersburg, Montgomery County, etc.). Reference should preferably be those in which the members of your proposed management team provided similar services as requested herein.

- Three (3) of these references are to be for current clients.
- Two (2) of these references are to be for former clients.

Note: The City reserves the right to contact the references to verify/confirm the details provided by your firm.

g. **AFFIDAVIT FORM**

Complete and return the enclosed Non-Conviction/Collusion Affidavit form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

h. **AGREEMENT**

Provide a statement that the firm, if awarded the contract, will execute the attached City of Rockville Agreement.

Provide copies of any agreements requiring execution by the City if your bank is the successful bidder.

i. **PROPOSAL SUMMARY AND SIGNATURE PAGE**

Complete the Proposal Summary Signature Page. All pages must be completed and signed.

j. **FEE SCHEDULE- ATTACHMENT A**

Complete and return Fee Schedule with your proposal. Failure to complete and return this document may result in the disqualification of your proposal

**ATTACHMENT A Banking Service Fees** - Proposer shall download the Attachment A and return a complete form in a hard copy. The estimated volumes and/or quantities stated on Attachment A are provided as guidance for the preparation of the proposal, but are not guaranteed amounts. The quantities present the City best estimates.

No proposal will be considered without bid amounts being placed on this form. If the bank is unable to meet or exceed the requirements as specified, then place a zero (0) in the extension column. If the bank does not have a charge for a particular service, then it should place a zero (0) in the extension column. Any line items with a zero (0) should explained in a footnote.

**NOTE TO PROPOSERS: THE ATTACHMENT REFERENCED ABOVE IS PROVIDED AS A SEPARATE EXCEL DOCUMENT TO THE RFP.**



**CITY OF ROCKVILLE  
RFP # 10-09  
BANKING SERVICES**

**PROPOSAL SUMMARY AND SIGNATURE PAGE**

PROPOSER TO COMPLETE THE FOLLOWING:

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Contact Person: \_\_\_\_\_  
(name and title)

Proposer Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Type of Bank : (Federal or State Charter) \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT:** Proposer acknowledges that the following Addenda has been received (if applicable), and are included in his/her RFP response identified by number:

\_\_\_\_\_

**Alternative Services (optional)**

Proposers are encouraged to suggest any additional services which, in their opinion, would be in the best interest of the City. Describe below:

1. Describe fee options offered and the method for calculating compensating balances and any other relevant data on interest charged or earned.

2 Are there any services specified in the RFP which are NOT included in your proposal?

\_\_\_\_\_YES \_\_\_\_\_NO

If YES, please explain in the space below, or provide as an appendix to your proposal:

3. **VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP attachments or RFP pages. No variations or exceptions by the Proposer will be deemed to be part of the Bid submitted unless such variation or exception is listed and contained within the RFP documents and referenced in the space provided below.

**If no statement is contained in the space below, it is hereby implied that your Proposal complies with the full scope of this RFP.**

**VARIANCES:**

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4. a. Is the Bank a Member of the Federal Depository Insurance Corp. (FDIC)?

Yes \_\_\_\_\_ No \_\_\_\_\_

b. Is the Bank a Member of the Federal Reserve System?

Yes \_\_\_\_\_ No \_\_\_\_\_

c. Deposits are Federally Insured up to: \$ \_\_\_\_\_

5. Is there any litigation with a potential for award in excess of \$500,000 or which would adversely affect your bank's ability to complete the terms of this contract? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach a schedule and brief description of all claims in excess of \$500,000 or for which no amount has been demanded as of the date of this Proposal. Attach supplemental explanation to your Proposal as appropriate.

6. a. Include copies of two years of audited financial statements

Included? Yes:\_\_\_\_\_ No:\_\_\_\_\_

- b. From this report, please indicate its effective date and amount of capital and surplus for your institution.

Capital \$ \_\_\_\_\_

Surplus \$ \_\_\_\_\_

Total \$ \_\_\_\_\_ Date: \_\_\_\_\_

- c. Include a copy of your most recent SAS 70 Report.

Included? YES:\_\_\_\_\_ NO:\_\_\_\_\_

7. a. Indicate the number of branches located within the City of Rockville and which branch is the principal branch.

- b. Attach a list and map showing locations, business hours, and if there is a night depository for each branch.

8. List below the name, address, and telephone number of bank's qualified and authorized representative who can answer any questions regarding your Proposal.

Name:\_\_\_\_\_

Telephone No:\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

12. What are your limitations in providing collateral for Repurchase Agreements? For example, can you provide more than \$20,000,000 in U.S. Government securities as collateral for an overnight investment?

13. What is the largest volume of paid items your bank processes in one month for a single commercial account?

**NOTICE TO PROPOSERS**

**THE ATTACHMENT #A IS A SEPARATE  
EXCEL DOCUMENT TO THE RFP**

**YOU MUST DOWNLOAD THAT DOCUMENT SEPARATELY  
FROM THE RFP. ATTACHMENT 1 SHALL BE  
COMPLETED AND RETURNED WITH YOUR PROPOSAL  
RESPONSE IN HARD COPY**



# A F F I D A V I T

I hereby affirm that:

I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_  
 whose address is \_\_\_\_\_

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

## AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. \_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

## NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title \_\_\_\_\_

## SAMPLE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (insert contractor's name), hereinafter referred to as "CONSULTANT".

### WITNESSETH

WHEREAS, the City desires a consultant to provide professional services in connection with the (insert project title).

WHEREAS, the City desires to employ the services of the Consultant to perform services in connection with the aforementioned project.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Consultant agrees to perform the work described and be bound by the terms and conditions set forth in RFP #( , (title) hereto attached and made a part hereof, and identified as Exhibit "A" and in the (enter Contractor's name), proposal dated (enter date), hereto attached and made a part hereof, and identified as Exhibit "B". In the event any terms of the exhibits conflict with this Agreement, this Agreement shall prevail.

2. **REVIEW BY CITY.** The Consultant agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant or his subcontractors shall become the property of the City.

4. **KEY INDIVIDUALS.** The Consultant agrees that the key individuals listed in Exhibit "B" will be responsible for providing and supervising services required under the Contract.

The Consultant agrees that so long as the aforesaid key individuals are employees of the Consultant or are otherwise available to perform services for the Consultant that said individuals shall perform the services required under the Contract through the completion of the project unless the City's prior written consent is first obtained.

5. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

6. **INDEMNIFICATION.** The Consultant agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the

Consultant, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

7. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Consultant will be paid an amount which will be based on the number of hours actually worked, as described in Exhibit "B" at the hourly rates shown, less payments of compensation previously made. **(If no hourly rates are listed add terminology for paying a percentage of the total bid amount based on the amount of work completed)**

8. TIME OF ESSENCE. The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. Work shall begin within 10 days following receipt of a Purchase Order and be completed no later than **ENTER COMPLETION DATE.**

9. TERMINATION FOR CAUSE. If through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the City become the property of the City and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments due the Consultant up to the full amount of the Consultant's fee, until such a time as the exact amount of damages due the City from the Consultant is determined by any Court of Competent Jurisdiction.

10. COMPLIANCE WITH LAWS. The Consultant shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Consultant or the Consultant's agent. Notwithstanding the foregoing, in the event that the Consultant determines that a conflict exists between any applicable law, ordinance and/or regulation, the Consultant will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Consultant will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Consultant shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Consultant shall carry adequate worker's compensation coverage for all employees performing work under this Agreement and shall provide to the City certificates of insurance evidencing the same.

14. CONFLICTS OF INTEREST. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17.142, Contract Claims of the Rockville City Code.

16. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Consultant, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Consultant shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Consultant shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Consultant's employees or agents be subagents of the City.

19. PAYMENT TERMS. Compensation shall be made by the City to the Consultant in accordance with Exhibit "A". The fees for the work to be performed hereunder as set forth in Exhibit "B" are in the total amount of **ENTER TOTAL BID AMOUNT.**

20. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours, date of services and shall show appropriate project and Purchase Order numbers.

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Consultant, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF  
ROCKVILLE

\_\_\_\_\_  
Claire Funkhouser, City Clerk

By:\_\_\_\_\_  
Scott Ullery, City Manager

ATTEST

**ENTER CONTRACTOR'S NAME**

\_\_\_\_\_

By:\_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Paul Glasgow, City Attorney